in the absence of actual notice of it, and his assent thereto when he purchases the ticket. *Louisville & Nashville R. R. Co.* v. *Turner,* 100 Tenn. 213. To the same effect is *Dagnall* v. *Southern Ry.,* 69 S. C. 110, affirming *Norman* v. *Southern Ry.,* 65 S. C. 517, in which it is held, that a passenger has a right to ride on a ticket for which he has paid full fare, at any time unless his attention has been called to such limitations and he has assented thereto. The above cases go on the ground that the time limit should be dealt with as a term of a contract entered into between passenger and carrier and hence dependent for its validity, upon an actual or implied, "meeting of the minds," of the parties. The other class of cases claims that it should be considered a regulation of the carrier for the efficient conduct of its business and hence dependent for its validity, not upon the consent of the passenger, but upon whether or not it is reasonable. This view is supported by the larger number of cases. In *Freeman* v. *Atchison, Topeka and Santa Fe Ry. Co.,* 71 Kan. 327, it was held that the purchaser will be presumed to consent to a reasonable limitation as to the time of the use of the ticket, which regulation is plainly expressed on the contract, though he does not sign the contract. That such a limitation is reasonable and that there could be no recovery for the ejection of plaintiff from the train was held in *Trezona* v. *Chicago G. W. Ry. Co.,* 107 Iowa 22. Whether a ticket is to be regarded as evidencing a contract or as a token or voucher of the payment of fare only, the effect is the same; if the latter, it is the duty of the passenger who desires not to pay upon the cars to see that he has a proper voucher. *Elmore* v. *Sands,* 54 N. Y. 512. The present case only adds one more to the long list of cases holding that a ticket in its primary sense is evidence of the passenger's right to transportation and that a time regulation if reasonable is valid. It may be noted that those cases holding the contract view are comparatively recent cases.

COMMERCE—INTERSTATE TELEGRAM—FAILURE TO DELIVER MESSAGE—LIABILITY.—A message announcing the death of plaintiff's mother was sent from Virginia to North Carolina, August 27, 1917, and through the negligence of the defendant was not delivered. Plaintiff asks damages for the consequent mental anguish which would be recoverable in North Carolina. *Held,* that since the act of Congress of June 18, 1910, (36 Stat. 539, c. 309), Congress has so taken over the regulation of the entire field of commerce with respect to the telegraph that state decisions in conflict with the law as administered in the Federal Courts are thereby superseded, *Norris* v. *Western Union Telegraph Co.* (N. C., 1917), 93 S. E. 465.

In this country a number of states, chiefly southern, have by statute or decision recognized mental anguish as a foundation for damages. The Federal Courts, however, and the weight of American authority follow the common law in denying recovery. *So. Express Co.* v. *Byers,* 240 U. S. 612. A long line of decisions in North Carolina sustain such damages both for interstate and intrastate messages. The latest of these cases, *Penn* v. *Western Union Telegraph Co.,* 159 N. C. 306, was decided in 1912, two years after the Act of Congress relied upon in the principal case. In that case, the facts be-

ing precisely identical with those in the principal case, Judge Walker, who delivered the opinion in the Norris case, concurred with the majority of the court in awarding damages to the plaintiff. The Norris case rests its apparent *volte-face* upon a decision of the preceding term. *Meadows* v. *Postal Telegraph & Cable Co.*, (No. Car., 1917), 91 S. E. 1009, which in turn rests its decision upon *Gardner* v. *Western Union Telegraph Co.*, 231 Fed. 405. In that case, decided Feb., 1916, it was ruled that by the aforesaid ACT, "Congress having taken possession of the field of interstate commerce by telegraph, the provision of the constitution of Oklahoma relied upon [by the plaintiff] has become inoperative," and concluded in general that: "Congress has not only taken possession of the field of interstate commerce by telegraph, but has also specifically prescribed the rules which shall govern the transaction of such commerce." The novelty of the principal case lies in the North Carolina Court's apparent misconception of the scope of that ACT of CONGRESS upon which they predicate their decision. This misconception is doubtless traceable, in part at least, to the ultra-broad language of the decision in the Gardner case, above cited, which quotes among its authorities, *Adams Express Co.* v. *Croninger*, 226 U. S. 491. It is true that the Supreme Court there declares the intent of Congress to take possession of the subject of the liability of a carrier under contracts for interstate shipment, and to supersede all state regulations with reference to that subject. But there is no intimation, either in that decision, in the CARMACK AMENDMENT which it professes to interpret, or in the ACT OF JUNE 18, 1910, upon which the principal case relies, which may conceivably be interpreted to intend that Congress assumes exclusive control of the entire field of interstate commerce.

COMMERCE—REGULATION—POWERS OF STATES OVER COMMUTATION RATES.—The Pennsylvania Railroad Company sought an injunction to restrain the Public Service Commission of Maryland from enforcing a schedule of intrastate rates for commutation tickets. The railroad, recognizing the propriety and necessity of rendering a peculiar service to suburban communities, had already established rates lower than the legally fixed standard one-way single passenger fare. *Held*, the state has the right to fix reasonable rates for the special services accorded commuters, different from those fixed for the general service. *Pennsylvania R. Co.* v. *Towers et al.*, (1917), 38 Sup. Ct. 2.

The right to issue tickets at reduced rates, good for limited periods, upon the principle of commutation was recognized in the leading case of *Interstate Commerce Commission* v. *B. & O. R. Co.*, 145 U. S. 263. In that case the court held that a party rate ticket for the transportation of ten or more at a less rate than was charged a single individual did not amount to a discrimination against that individual within the meaning of the INTERSTATE COMMERCE ACT. Such differences in rates were based upon substantial differences in the character of the services rendered, and the resulting discrimination was reasonable. In 1903, some years after the decision in the above case, the ELKINS ACT was enacted, which provided against all discrimination. The court, by their decision in the instant case, have declared their intention to